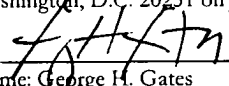


IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Thomas Beck Mason et al. Assignee: Agility Communications, Inc.  
Serial No.: 09/614,224 Examiner: Not yet assigned  
Filed: July 12, 2000 Group Art Unit: 2874  
Docket: G&C 122.32-US-11  
Title: METHOD OF MAKING A TUNABLE LASER SOURCE WITH  
INTEGRATED OPTICAL AMPLIFIER

CERTIFICATE OF MAILING OR TRANSMISSION UNDER 37 CFR 1.8

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner for Patents, Washington, D.C. 20231 on June 27, 2002.

By:   
Name: George H. Gates

**REVOCATION AND POWER OF ATTORNEY**

Commissioner for Patents  
Washington, D.C. 20231

Dear Sir:

Please revoke the existing Powers of Attorney, if any, and appoint the following attorneys and/or patent agents to prosecute this application and to transact all business in the U.S. Patent and Trademark Office in connection therewith:

|                  |                         |
|------------------|-------------------------|
| George H. Gates  | Registration No. 33,500 |
| Victor G. Cooper | Registration No. 39,641 |
| Karen S. Canady  | Registration No. 39,927 |
| William J. Wood  | Registration No. 42,236 |
| Jason S. Feldmar | Registration No. 39,187 |
| Bradley K. Lortz | Registration No. 45,472 |

Please direct all correspondence in this application to George H. Gates at:

Gates & Cooper LLP  
Howard Hughes Center  
6701 Center Drive West, Suite 1050  
Los Angeles, California 90045  
Telephone: (310) 641-8797

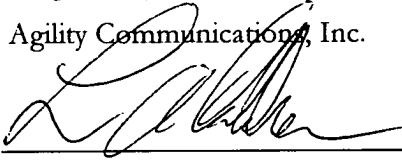
Agility Communications, Inc., as assignee, declares that 100% ownership is established for the above-referenced invention, and patent application. A Certificate under 37 C.F.R. 3.73(b) is enclosed.

Respectfully submitted,  
Agility Communications, Inc.

Dated: \_\_\_\_\_

09/12/02

By: \_\_\_\_\_



S/N 09/614,224

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Applicant: Thomas Beck Mason et al. Examiner: Not yet assigned  
Serial No.: 09/614,224 Group Art Unit: 2874  
Filed: July 12, 2000 Docket: G&C 122.32-US-I1  
Title: METHOD OF MAKING A TUNABLE LASER SOURCE WITH  
INTEGRATED OPTICAL AMPLIFIER

CERTIFICATE UNDER 37 C.F.R. § 3.73(b)

AGILITY COMMUNICATIONS, INC., a corporation organized and existing under the laws of the State of Delaware, having a place of business at 421 Pine Avenue, Santa Barbara, CA 93117, certifies that it is the assignee of the entire right, title, and interest in the patent application identified above by virtue of:

An assignment from the inventor(s), Thomas Beck Mason, Gregory Fish, Larry Coldren to Agility Communications, Inc., of the patent application identified above. The assignment was recorded in the U.S. Patent and Trademark Office on October 16, 2000, at Reel 011242, Frame 0087 (copy attached).

Agility Communications, Inc. owns 100% interest in the above-identified patent application.

The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, as the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Date:

6/12/02

By:

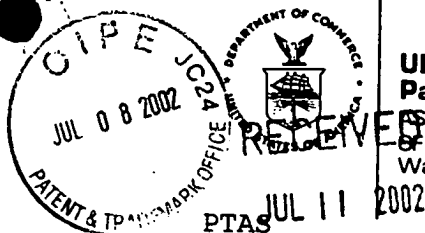
Name:

L.A. COLDREN

Title:

CTO

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UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

JANUARY 19, 2001

WILSON SONSINI GOODRICH & ROSATI  
PAUL DAVIS  
650 PAGE MILL ROAD, FH 1-2  
PALO ALTO, CALIFORNIA 94304-1050



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UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 10/16/2000

REEL/FRAME: 011242/0087  
NUMBER OF PAGES: 2

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

MASON, THOMAS BECK

DOC DATE: 08/24/2000

ASSIGNOR:

FISH, GREGORY

DOC DATE: 08/22/2000

ASSIGNOR:

COLDREN, LARRY

DOC DATE: 08/22/2000

ASSIGNEE:

AGILITY COMMUNICATIONS, INC.  
5385 HOLLISTER AVENUE, SUITE 309  
SANTA BARBARA, CALIFORNIA 93111

SERIAL NUMBER: 09614224

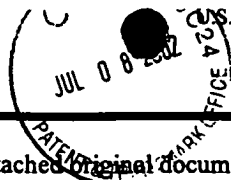
PATENT NUMBER:

FILING DATE: 07/12/2000  
ISSUE DATE:

1-31-92



101600 PATENTS ONLY



U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

 Thomas Beck Mason, Gregory Fish, Larry Coldren  
 Additional name(s) of conveying party(ies) attached?

☐ Yes ☒ No

## 2. Name and address of receiving party(ies):

Name: Agility Communications, Inc.

 Street Address: 5385 Hollister Avenue  
 Suite 309

City/State/Zip: Santa Barbara, CA 93111

Additional name(s) &amp; address(es) attached?

☐ Yes ☒ No

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 JUL 11 2002  
 TECHNOLOGY CENTER 2800

## 3. Nature of conveyance:

- ☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: August 22, 2000, August 24, 2000

## 4. Application number(s) or patent number(s): 09/614,224

If this document is being filed together with a new application, the execution date of the application is:

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ORIGINALLY FILED

A. Patent Application No.(s): 09/614,224

B. Patent No.(s):

Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

 Name: Paul Davis  
 Internal Address: FH 1-2  
 Wilson Sonsini Goodrich & Rosati  
 650 Page Mill Road  
 Palo Alto, CA 94304-1050

## 6. Total number of applications and patents involved: [1]

7. Total fee (37 CFR 3.41) ..... \$40.00

- ☐ Enclosed  
☒ Authorized to be charged to deposit account

 8. Deposit account number: 23-2415  
 (Attorney Docket No.: 23444-712)

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## 9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Paul Davis

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: [2]

10/20/2000 GTEFFERA 00000038 232415 09614224

04 FC:581

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## ASSIGNMENT OF APPLICATION

Docket Number 23444-712

Whereas, the undersigned:

1. MASON, Thomas Beck  
Santa Barbara, CA
2. FISH, Gregory  
Santa Barbara, CA
3. COLDREN, Larry  
Santa Barbara, CA

hereinafter termed "Inventors", have invented certain new and useful improvements in

## METHOD OF MAKING A TUNABLE LASER SOURCE WITH INTEGRATED OPTICAL AMPLIFIER

- ☒ for which an application for United States Patent was filed on 07/12/2000, Application No. 09/614,224  
☐ for which an application for a United States Patent was executed on \_\_\_\_\_, and

WHEREAS, Agility Communications, Inc., a corporation, having a place of business at 5385 Hollister Avenue, Suite 309, Santa Barbara, CA 93111, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:


1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 8/24/00  
Thomas Beck MASONDate: 8/22/00  
Gregory FISHDate: 8/22/00  
Larry COLDREN